# ARCHITECTURE

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## PLATES AND ILLUSTRATIONS.





## AMERICAN INSTITUTE OF ARCHITECTS.

SCENE IN PAGEANT, ASSOCIATED ARCHITECTURAL SOCIETIES, ENGLEWOOD, N. J., SEPTEMBER 9TH, 1913.
Men from left to right:—Henry Killam Murphy, A. M. Brown, W. R. Hill, S. F. Voorhees, Fred'k Matheisius, Charles Keck, Harry Knox Smith, R. M. Ingham, T. R. Johnson, Andrew T. Schwartz, F M L. Tonetti, Rob't Aitken, Aymar Embury II.

## FETE DAY OF THE ASSOCIATED ARCHITECTURAL SOCIETIES.

THE New York Chapter of the American Institute of Architects, the Architectural League of New York, the Beaux Arts Society and the Brooklyn and Philadelphia Chapters of the American Institute met together at the Englewood Country Club on September ninth for an all-day good time. The day was spent in golf and tennis tournaments and a burlesque baseball game; luncheon and dinner were served at the club, about one hundred and forty men being present at dinner. In the evening the prizes were presented at a more or less serious imitation of the Greek religious ceremony which accompanied the crowning of the victors in their religious games, which was presented by members of the Architectural League, assisted by some of the well known models from the Art Workers' Club for Women.

The day was completely successful and enabled the men to meet together socially, as under ordinary circumstances they would never be able to do. The pageant in the evening was extremely beautiful as well as amusing. Affairs of this kind tend to eliminate friction between members of the profession even more than the serious efforts of the different Chapters of the Institute, and the whole-souled way in which all the men forgot old rivalries and settled down to enjoy the spirit of the occasion was a thing worth spending a great deal of money to accomplish.

The following cups were presented:

President's cup, presented by Cass Gilbert for golf championship, won by Frank A. Moore.

Handicap cup for golf won by Frank J. Helme.

Foursome cups won by Frank A. Moore, Findlay Douglas, W. R. Hill and Aymar Embury.

High Score cup won by Bertram Grosvenor Goodhue.

Championship cup for tennis doubles won by George Chappell and Charles MacMullen.

Runners-up cup for tennis doubles won by Harry Knox Smith and Huntting C. Worth.

## VILLA MILLE FIORI, SOUTHAMPTON, L. I.

HILL AND STOUT, ARCHITECTS.

PLATES XCIII-XCVI.

THE inspiration and motif for the design was the Villa Medici, but it is in no respect a servile copy beyond the use of the towers and the loggia. The entrance front, for instance, of the Villa Medici is an absolutely unbroken and plain facade. In the Villa Mille Fiori it is broken up with wings, open air terraces and different levels, recalling vaguely a half dozen villas throughout Italy. The paved terrace on the top of the house communicating with and continuing through the towers is an actual terrace, broad and attractive, whereas its corresponding motif in the Villa Medici was actually a "fake," there being only a double balustrade on the top of the wall and no terrace whatsoever. In the Villa Medici the towers came down and apparently rested on the main roof. In Villa Mille Fiori the line of the towers is carried to the ground and the main roof stops where it should—with the wing which it covers. These are a few of the many differences.

The editor of ARCHITECTURE does not feel, and has never felt, that this style of architecture is suitable to the American country residence, especially at a country place like Southampton where the conditions of living are more or less informal, even though they may be on a scale far beyond the possibilities of most Americans. The conditions are not at all dissimilar from those of the so-called "Newport palaces," and while large expenditure is by no means a subject for criticism, with the Newport houses and this house alike, one feels that so stately, formal and almost grandiose architecture is not the type which the architects should be felicitated for having chosen. Of course, the writer realizes as well as any practising architect, that the type may have been, and very likely was, dictated by the client against the better judgment of the architect, or, on the other hand, the architect may have been carried away by his enthusiasm at a chance to use the very beautiful Italian villa from which this was copied as a precedent. These questions are more or less academic, and yet they do appear to have a very real concern with the function of an architect, which is to act not only as a designer of beautiful things, but as a chooser of fitting things.

It is impossible to deny that the architects have been extremely successful in their design of this lovely house—the Villa Medici itself is not more charming—in fact, the writer must confess to finding this in many points better designed and more reasonable than its original. It is frankly modeled after the Italian pattern, so very frankly, indeed, that its name is Villa Mille Fiori, and the mass of the building, while in some ways different from that of the original, has the same charm of unexpected and yet logical development of its parts. In fact, hardly too much praise can be given to the admirable proportions of the exterior with the unusually well placed openings and decorations. The entourage, too, has been beautifully handled; the approach to the entrance side of the building, while of course of different character, is not less successful in its way than the exquisite gardens, but where the architect comes most strongly into evidence into contradistinction to the successful archæologist is in the workmanlike and thoughtful handling of the details of the exterior and of the interior as well.

As regards the general character of the house both as to design and construction, the keynote of the problem was to make a building that was to be occupied only for the two hottest months of the year, and as the Italians in their hot climate build for coolness and comfort, it seemed only rational to follow closely their methods. In some respects this is changed, such as in the use of hollow terra cotta blocks for the walls, but this is an improvement in attaining the desired point, as a building constructed this way is cooler in summer and warmer in winter, due to the numerous air chambers in the blocks.

The floors throughout are of cement or composition; the interior walls and partitions are of terra cotta blocks; ample air spaces have been left under the tile roofs; and windows, doors and vents placed so that practically all of the rooms of the house have cross currents of air, in many cases from three sides.

The grounds were originally practically flat without any trees or any natural points to start from. It was necessary therefore to create everything from the roads to the last plant that was put in. It has an entance gateway patterned after that of the Villa Aldobrandini, the eliptical openings in this being not only for ornament but for the very practical

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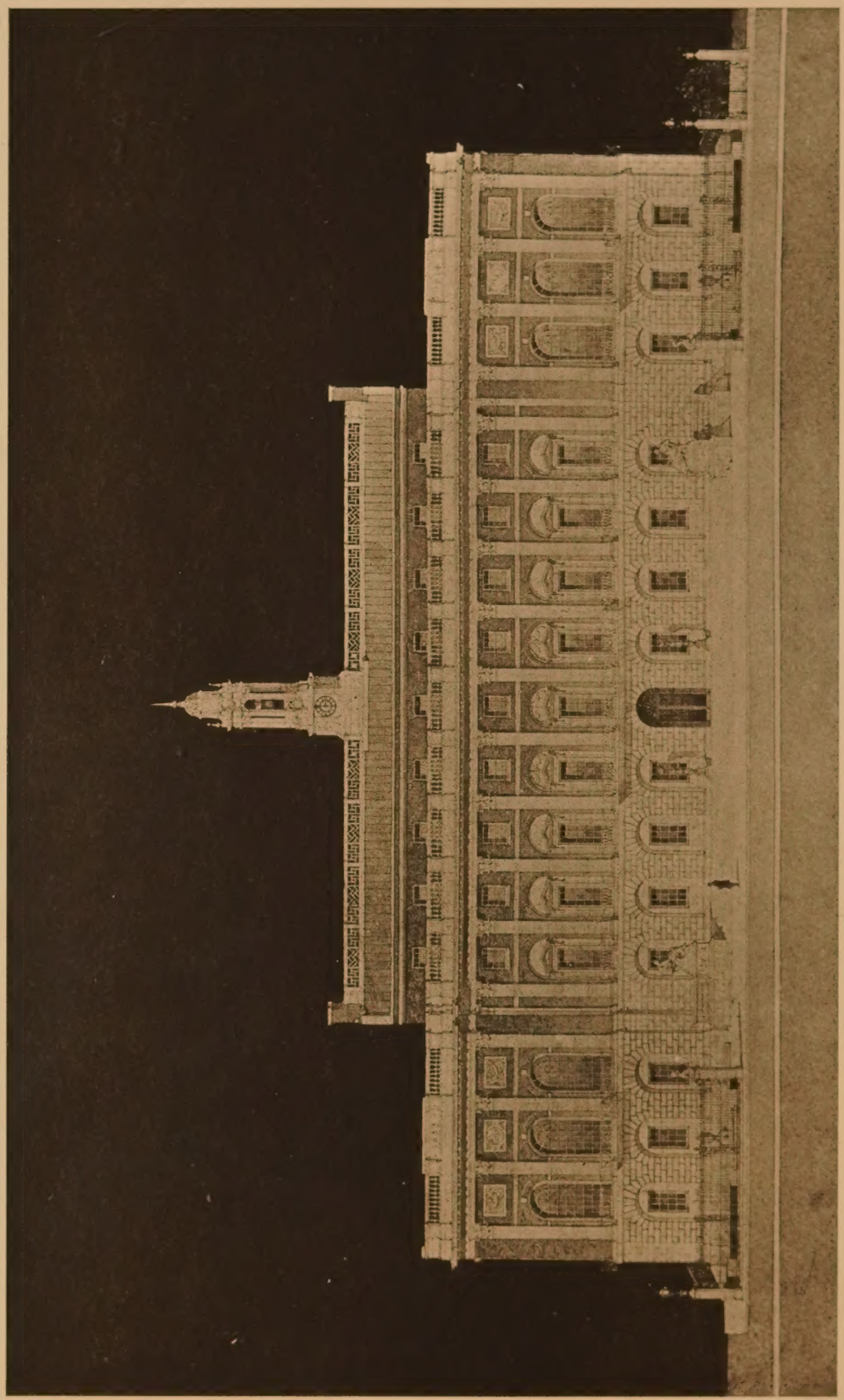


ACCEPTED COMPETITIVE DESIGN, CITY HALL, WATERBURY, CONN.

Cass Gilbert, Architect.

(*Continued from page 229*)

purpose of enabling one approaching on the road to look through and see any automobile approaching from the house; the space is left immediately on the inside of this for automobiles to stand. The avenue of approach will become in time similar to the one of the Villa Negroni and other villas. The forecourt speaks for itself. The wall adjoining the kitchen wing screens the service from the main approach and permits of a service entrance by the garage. An additional wall separates the service court from the rhododendron garden and screens the service court from the dining room, as well as serving the even more important purpose of giving a very Italian and attractive outlook along the masonry walls, vines, niches, casts, etc., and the roof of the garage beyond.

The upper terrace with its exedra opposite either wing of the house and the cedar tree in the centre anchor the architecture and connect it to the flower garden to which the upper terrace leads. This flower garden with its profusion of growth is reminiscent of various Italian gardens with its fountain and basin, seats, statues, vases, steps, etc.

In planning the grounds in conjunction with the house it was so arranged that practically every room would have a vista from one or more sides. The living room, for instance, opening to the loggia on the one side, looking out over the exedra to the flower garden at the one end and looking out on and down the bowling green on the other side. In addition to these points already mentioned are the vegetable garden and nursery and the garden house, forcing beds, etc., also the "long walk" with its flower borders.

We have found it necessary to show an unusual number of photographs to illustrate with anything approaching adequacy the many charming bits of detail of which the whole is composed, and throughout which runs a strain of sensibility for the material employed without any attempt to conceal the material or to imitate others. In looking over the photographs of this building one will find a dozen details which are well worth filing for future reference as indicating the right way in which cement moldings should be run and cast cement employed for brackets and pilasters. The interiors speak for themselves and there is not a single motive in any one of them which we could wish to alter in any respect; the whole scheme has been carried through from start to finish as perfectly as is possible to conceive, and the cold magnificence of the Renaissance dwelling has been adapted to the comforts required in the modern house without losing an iota of the veritable Italian beauty. Before we leave this house there is one thing to which especial attention has evidently been given and which merits careful observation from those who see either the house itself or the photographs, and that is the wonderful sculpture; there is hardly any house in America where the sculpture is so happily in accord with the spirit of the building itself or more excellently designed.

## BANK OF TORONTO, CANADA.

CARRERE AND HASTINGS AND EUSTACE G. BIRD, ARCHITECTS.

PLATES LXXXVII-XCII.

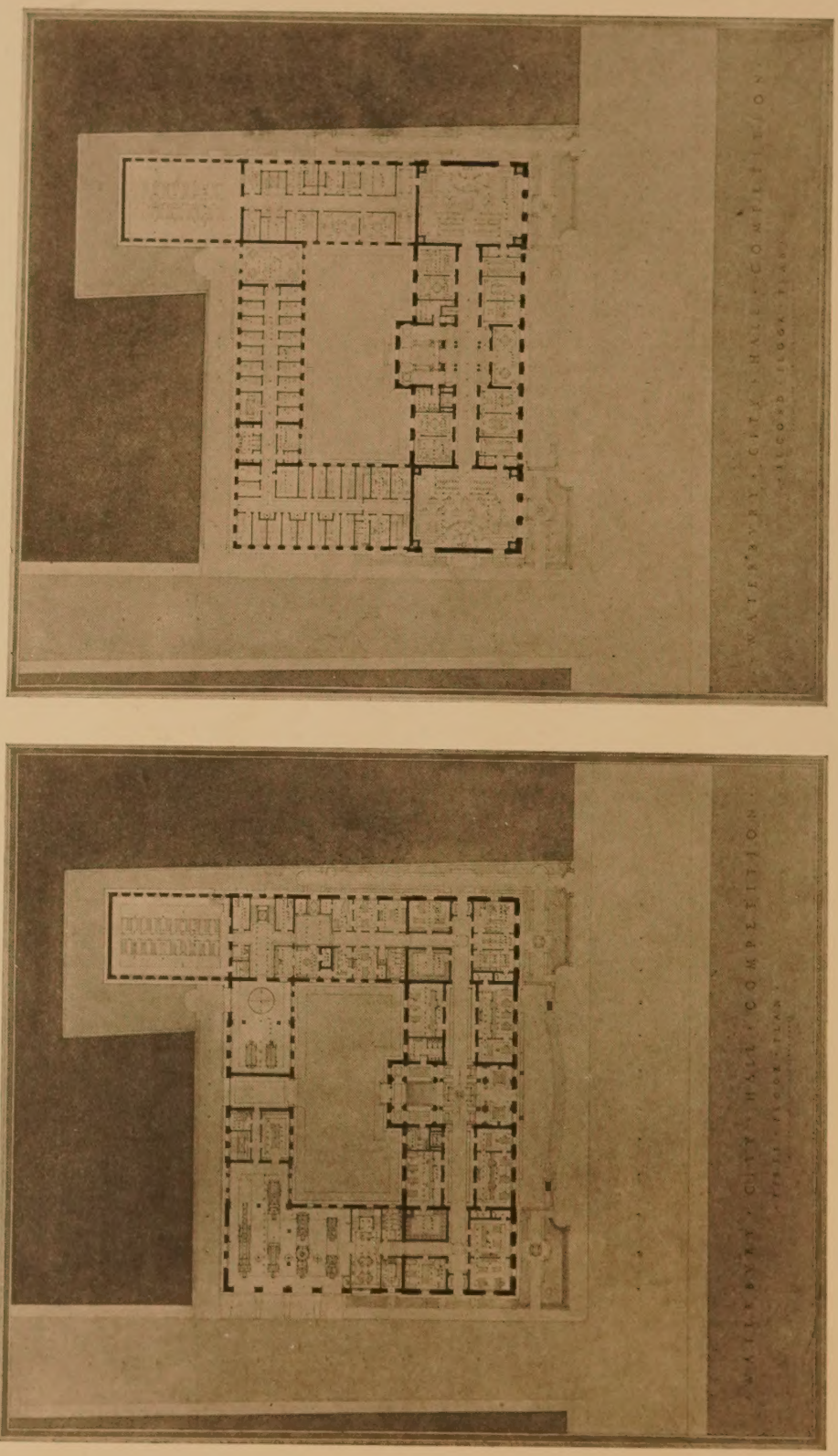
THIS building is one of the best which has come from this deservedly well known firm, and possesses all the characteristics of exquisite detail and excellent proportion which we have come to expect in their work. The main banking interior is perhaps not so happy as the exterior, but the vestibule and the assembly room are each, in their way, gems of design. The treatment of the entrance is especially interesting. Arches dropped as are these below the line of the balance of the arches in the ground story would not have at once suggested themselves as being the correct thing to do, and it is only because of the excellent enrichment of the wall above them that they appear so well; though one could wish that the heads of the keys of these arches and the escutcheons behind them were slightly more differentiated than is the case, since there is a certain effect of monotony which is not at all desirable. As the building is of a simple and straightforward type it does not present very many points where a detailed criticism is necessary. The order is excellent and the space between the columns admirably filled, the base is well handled and likewise the balustrade. It is a simple and evident solution of the problem adequately done.

## "GIRDLE RIDGE," BEDFORD, NEW YORK.

CHARLES A. PLATT, ARCHITECT.

PLATES LXXXIII-LXXXVI.

LIKE all Mr. Platt's houses this one indicates singular good taste and thorough knowledge both of architectural design and of gardening. It is not, however, one of the most successful of his houses, nor is it one of the most successful of his gardens, and one feels that while all the ingredients which go to make up Mr. Platt's formula for a successful house are present, they have not been combined with that verve and enthusiasm which we expect to see in all his work. It is perhaps too much to ask of any artist that each of his houses should be an improvement on the preceding one, but we experience, nevertheless, a sense of disappointment when one is published which does not measure up with the best of its predecessors. The garden pavilion is a transmutation into trellis of a not dissimilar motive used in the Casino at Faulkner Farm, but is not as happily designed as was the earlier piece of work. The unfortunate use of three stories in the house proper may very likely have been due to requirements of the client. At the same time we have grown to expect from Mr. Platt a control over his clients which is greater than that exercised, or possible to be exercised, by most practicing architects. The house is not, of course, either badly designed or un-beautiful, and were it the product of most American offices it would be greeted as the forerunner of most excellent work, but coming from this office it does not inspire quite the same enthusiasm. One can be spoiled very easily by too many good things, and it is impossible to approach a house designed by Mr. Platt in quite the same spirit that one approaches the products of any other American office, or perhaps any other office in the world. We expect, always, superexcellence and the least falling off from the terrifically high standard is instantly perceptible. It does not seem fitting for the editor of a magazine of this character to criticize too severely the work of so distinguished an architect as Mr. Platt, and yet at the same time if criticism of this kind is to be worth anything at all, no architect of however great reputation and ability should be approached from the view point of blind admiration of all he has done.



ACCEPTED COMPETITIVE PLANS, CITY HALL, WATERBURY, CONN.

Cass Gilbert, Architect.

# THE LAW OF ARCHITECT, OWNER AND CONTRACTOR.*

BY CLINTON H. BLAKE, JR.
(Of the New York Bar).

(*Continued*)

In many cases the architect will, under the terms of his contract, be called upon to act as referee or arbitrator in the determination of some question arising during the progress of the work. In this event, a new rule of law is to be considered, namely, that a judicial officer is not liable in matters connected with the exercise of his judicial duties, provided, and so long as, he exercises these duties honestly. This rule includes not only judges of courts, but all officers in general who are necessarily called upon to exercise duties of a judicial or quasi-judicial nature or duties to be performed in accordance with the dictates of their judgment. (Jones v. Brown, 54 Iowa 74; Poffa v. Rose, L. R. 7 C. P. 32; 1 Eng. Rep. 87, aff'd L. R. 7 C. P. 525, 3 Eng. Rep. 375; Wait Eng. & Arch. Jurisprudence § 844; Mechem's Public Officers, § 638-639.) So that where an architect "undertakes to give a decision as to any matter, though he may not be an arbitrator in a strict sense of the word, and is not bound to exercise all the judicial functions an arbitrator would have to exercise, nevertheless, he is not liable to an action for want of skill." (Wait Eng. & Arch. Jurisprudence, §846; Pappa v. Rose, L. R. 7 C. P. 32, 525 cited.)

## CERTIFICATES.

Many of the more important questions, of interest to the architect in the matter of the issuance of certificates, will arise as between him and the builder, and such of these questions as are properly to be classified under the heading of "The Architect and Builder," will be later considered in that connection.

The architect is, however, under certain definite duties and liabilities to the owner with respect to the issuance of certificates and, in issuing them, he must exercise the same reasonable care and diligence as is required of him in the preparation of his plans and the supervision of the work of construction. (Irving v. Morrison, 27 C. P. [Upper Canada] 242.) This rule has been applied to circumstances where the contractor failed and, as a result of his failure, the owner was compelled to complete the work at an expense exceeding the balance due to the contractor. It appeared, in the case referred to, that the architect had given certificates in the amount of $2,950.00 when he should have only certified the sum of $2,295.00, and the owner was allowed to deduct from the amount paid the architect for his services, the excess amount which he had paid to the contractor as a result of the error in certification. This doctrine of the liability of the architect in the matter of the issuance of certificates, based upon his neglect to use reasonable care and diligence, should be construed and read in the light of the fact that where no special manner of inspection is specified in the contract, the courts, in at least one of the States, have held that there is no duty imposed upon the architect to make, before issuing a certificate, a special inspection of the work done, sufficiently detailed to satisfy him that the work covered by the particular certificate in question, has been performed properly, and in accordance with the contract requirements.

The decisions involving the acceptance of work, the issuance of certificates by the architect, and their effect, will be found to arise largely in actions by the builder against the owner to recover the contract price, and a number of decisions, in the courts of New York and of the other States and in the Federal Courts, as well as a comparatively recent case decided in the Court of King's Bench in England, will be found to be of general interest in this connection.

(Heidlinger v. Onward Const. Co. 44 Misc. [N. Y.] 555; 90 N. Y. Supp., 124 N. Y. St. Rep. 115; Olsen v. Schwarzwelder, 109 N. Y. App. Div. 282, 95 N. Y. Supp. 651; Traitel v. Oussani 51 Misc. [N. Y.] 667, 101 N. Y. Supp, 135 N. Y. St. Rep. 105.

White v. Abbott, 188 Mass. 99, 74 N. E. 305; Herbert v. Dewey, 191 Mass. 403, 77 N. E. 822; Loftus v. Jorjorion, 194 Mass. 165, 80 N. E. 235.

Bush v. Jones (C. C. A.) 144 Fed. 942; Stephens v. Essex County Park Commission (C. C. A.) 143 Fed. 844.

Wyman v. Hooker, 2 Cal. App. 36, 83 Pac. 79.

Fitzgerald v. Benner, 219 Ill. 485, 76 N. E. 709; Barbee v. Findlay, 221 Ill. 251, 77 N. E. 590; Andrew Lohr Bottling Co. v. Ferguson, 223 Ill. 88, 79 N. E. 35.

Louisville Foundry Co. v. Patterson (Ky. Ct. of App. May 9th, 1906) 93 S. W. 22.

Dogue v. Levy, 114 La. 21, 37 So. 995. Filston Farm Co. v. Henderson (Md. Ct. of App. June 27, 1907) 67 Atl. 228.

Carnegie Public Lib. Assoc. v. Harris (Tex. Civ. App. May 9th, 1906) 97 S. W. 520.

Lavanway v. Cannon, 37 Wash. 593, 79 Pac. 1117.

Halsey v. Wankesha Springs Sanitarium Co. 125 Wis. 311, 104 N. W. 94; Modern Steel Structure Co. v. English Const. Co., 129 Wis. 31, 108 N. W. 70.

Robins v. Goddard (1905) 1 K. B. 294.

## IN REGARD TO LIENS.

The application of the law of mechanics liens to the varying relationships of architect, owner and builder is so frequent, that it seems appropriate that some mention in special detail should be made in regard to it. At the same time, it must be borne in mind, that the law of liens is, in itself, sufficient to provide material for an entirely separate treatise of goodly length. The law in this regard in a given case can only be properly determined by a reference to the particular laws of the State within the jurisdiction of which the case arises, and the various State statutes and foreign statutes are so different, in many and substantial details, though all based upon substantially the same general principles and ideas, that in the space which can be here allotted to the subject there must, necessarily, be included statements merely of the broader and more fundamental rules together with examples and notes of such foreign decisions and statutes in this connection as are of more than ordinary applicability to the architectural profession and its problems.

A mechanics lien has been defined to be:

> "A claim created by law for the purpose of securing a priority of payment of the price and value of work performed and materials furnished in erecting or repairing a building or other structure, and as such it attaches to the land as well as the buildings erected thereon." (VanStone v. Stillwell & Bierce Manufacturing Co. 142 U. S. 128-136).

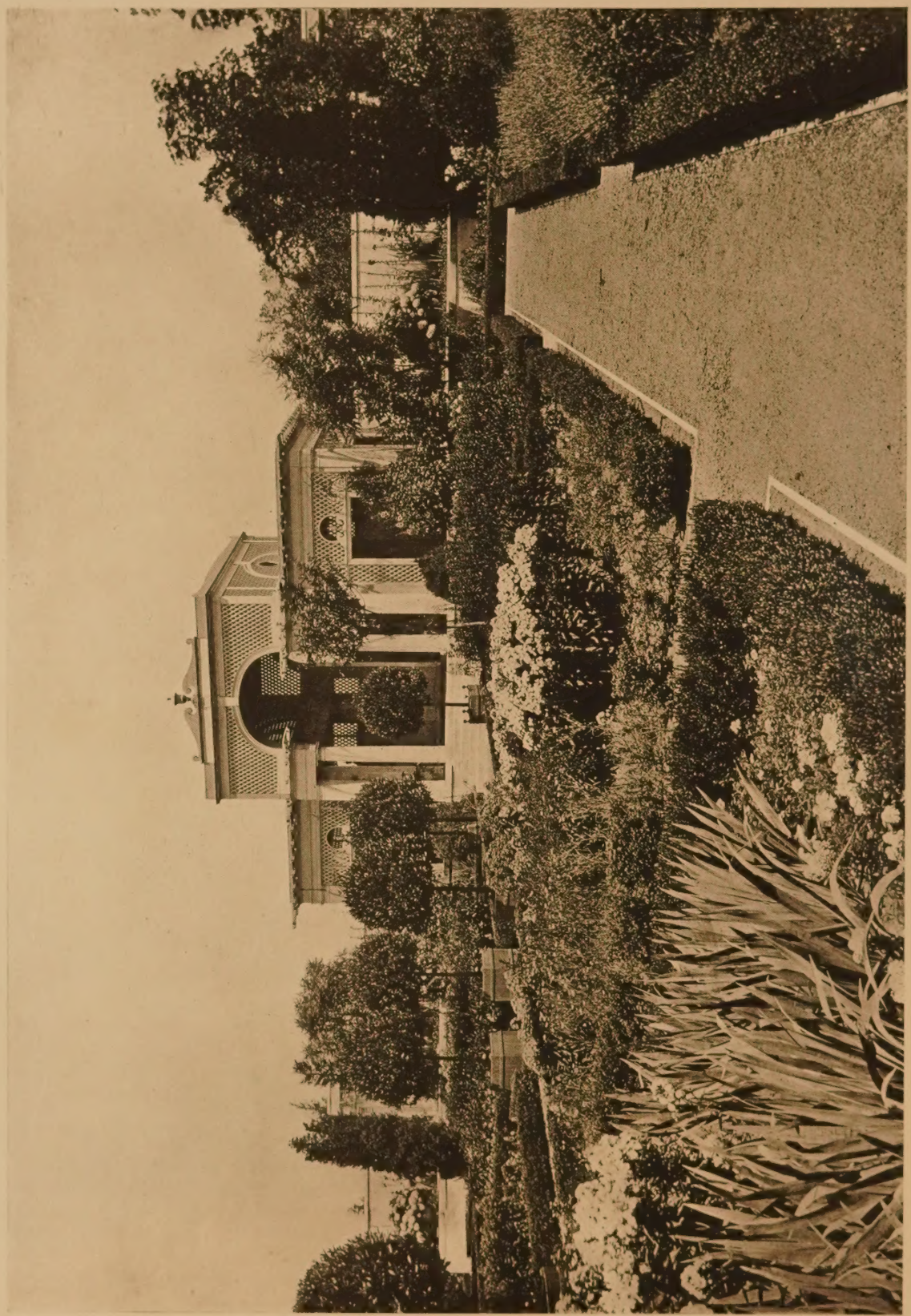
The lien may be said to be in the nature of a mortgage (Loomis v. Knox, 60 Conn. 343; Throckmorton v. Shelton, 68 Conn. 413; Kenny v. Gage, 33 Vt. 302; Merchants Insurance Co. v. Mazange, 22 Ala. 168; Pratt v. Tudor, 14 Tex. 37) as well as in the nature of a notice of lis pendens or attachment (5, Words & Phrases, 4463; Sawyer v. Schick, 30 Okla. 353).

## HISTORY OF LIEN LEGISLATION.

The rule whereby a mechanic, workman, laborer, or material man or one adding by his services to realty is now

(*Continued page 235*)

*This series of articles began in the June (1913) number.



GARDEN PAVILION, COUNTRY HOUSE, "GIRDLE RIDGE," BEDFORD, N. Y.

Charles A Platt, Architect.

(Continued from page 233)

so generally accorded the right of a lienor was unknown at common law which neither recognized nor allowed these lien rights. (Birmingham Iron Foundry v. Glencove Starch Manfg. Co., 78 N. Y. 30; Van Stone v. Stillwell, etc., Manfg. Co., 142 U. S. 128; Withrow Lumber Co. v. Glasgow, etc., Co., 101 Fed. 863; Durling v. Gould, 83 Me. 134; Ex. parte Schmidt, 62 Ala. 252). Equity too formerly failed to recognize the lien doctrine (Withrow Lumber Co. v. Glasgow, etc., Co., 101 Fed. 863; Slack v. Collins, 145 Ind. 569; Ellision v. Jackson Water Co., 12 Cal. 542; Turnes v. Brenckle, 249 Ill. 394; Ward v. Yarnelle, 173 Ind. 535).

Gradually the feeling that where one had enhanced the value of real estate by his services or by materials furnished or incorporated in the property, he should be given a claim against the property, as a means of securing the payment or reimbursement to him for the labor or materials given, became so pronounced, as to take form in definite legislation. A number of statutes were passed applying the lien doctrine to certain localities in various of the States (Cockerill v. Loonam, 36 Hun. 353; Rafter v. Sullivan, 13 Abbts. Pr. 262; Hickey v. Schwab, 64 How. Pr. 8; Heamann v. Porter, 35 Mo. 137; Pennsylvania appearing to have the honor of having in 1803 prepared the first of the mechanics lien laws (Coodington v. Dry Dock Co., 31 N. 9 L. 477). By extension of the doctrine and the application of greater liberality in the provisions of the lien statutes, the mechanics lien law as it now stands was brought about so that to-day provisions for mechanics liens are to be found not only generally in the States of the United States (Shaw v. Young, 87 Me. 271) but throughout the various provinces of the Dominion of Canada as well. Revised Statutes, Ontario 1897, Chp. 153; Revised Statutes British Columbia 1911, Chp. 154; Rev. Stat. of Manitoba 1902, Ch. 110; Consol. Stat. New Brunswick 1903, Ch. 147; Consol. Stat. of Newfoundland 1892, Ch. 88. England, probably by reason of the controlling precedent and effect of the common law, did not join in the movement so general in the New World (Shaw v. Young, 87 Me. 271); and, while the movement has been especially marked in the Southern States, as in Texas and in California, no similar provisions have been established by Mexico (Macondray v. Simmons, 1 Cal. 393; Stowell v. Simmons, 1 Cal. 452).

As was naturally to be expected in the case of legislation of this character affecting a special class or classes, and creating rights and privileges long unrecognized, the question of its constitutionality was promptly raised. Although, due to special provisions therein, the statutes were, in many instances, declared unconstitutional, yet, in their broad underlying principle and application, their constitutionality has been repeatedly, and substantially without exception, recognized and upheld. (Brooks v. Railway Co. 101 U. S. 443; Davis v. Alvord, 94 U. S. 545; Glacious v. Black, 67 N. Y. 563; Newark Lime etc. Co. v. Morrison, 13 N. J. Eq. 133; Blauvelt v. Woodworth, 31 N. Y. 285; Schillinger Fireproof Cement etc. Co. v. Arnott, 86 Hun.; 182-affirmed 152 N. Y. 584; White v. Miller, 18 Pa. St. 52; Whittier v. Wilbur, 48 Cal. 175; Booth v. Pendala, 88 Cal. 36; Laird v. Moonan, 32 Minn. 358; McKeon v. Sumner Building, etc. Co., 51 La. Ann. 1961; Prince v. Neal Millard Co., 124 Ga. 892; First Natl. Bank, etc. v. Trigg Co., 106 Va. 327).

LIEN A STATUTORY REMEDY PURELY.

Stating perhaps in another way the fact that mechanics liens were unknown under the doctrines of the common law, it has been repeatedly held that they are absolute creatures of statute and are to be so considered in determining their interpretation and application. (Van Stone v. Stillwell, etc. Manfg. Co., 142 U. S. 128; Withrow L. Co. v. Glasgow etc., Co., 101 Fed. 863; Birmingham I. F. Co. v. Glencove Starch Manfg. Co., 78 N. Y. 30; Frost v. Ilsley, 54 Me. 345; Wolf v. Pa. R. Co., 29 Pa. Superior Court 439; United States Blowpipe Co. v. Spencer, 40 W. Va. 698; Joplin Supply Co. v. West, 149 Mo. App. 78; Dufresne v. Préfontaine, 21 Ca. Sup. Ct. 607).

NO PERSONAL LIABILITY.

The mechanics lien being fundamentally and essentially a claim against realty, it follows naturally that no personal liability is created thereunder, whether as against the owner or as against anyone who, in the absence of statute, would be under no personal liability to the lienor. (Crystal v. Flannelly, 2 E. D. Smith 583; Cox v. Broderick, 4 E. D. Smith 721; Delafield v. Sayre, 31 Vroom (N. J.) 449; Garrison v. Borio, 61 N. J. Eq. 236; Bonncy v. Ketcham, 51 Ill. App. 321.)

EARLY CONCEPTION AND DEVELOPMENT OF DOCTRINE.

The earliest conception of a mechanics lien, as appears from the title itself, was that of a statute designed to protect mechanics, as such, (Savannah etc. R. Co. v. Grant, 56 Ga. 68; Sweet v. James, 2 R. I. 270). It was the extension of this primary conception of the doctrine which resulted in the protection under the mechanic lien laws not only of mechanics, but of all persons, broadly speaking, who have performed work upon, or perfected or made repairs or improvements to, real property, (Sweet v. James, 2 R. I. 270); such as house-painters (Martine v. Nelson, 51 Ill. 422) paper-hangers (Freeman v. Gilpin, 1 Phila. 23) and construction companies. (Tennis Bros. Co. v. Wetzel, etc. R. C., 140 Fed. 193).

The fact already noted, that in every case reference must be made in determining lien rights existing to the particular State or other statute involved, must not be lost sight of, however, and no lien can be acquired in any case by one who cannot properly be classified as coming within the provisions of the special statute under which he claims. For instance, under a statute which gives a lien to masons and to carpenters, a plasterer may not be allowed to come in as a lienor (Fox v. Rucker, 30 Ga. 525).

NECESSITY OF CONTRACT.

It should be noted here that as to all mechanics liens it is a general rule that a contract, direct or indirect by the owner of the property, covering the work in connection with which the labor or material for which the lien is claimed is performed or furnished, is requisite to the attaching of the lien (Cornell v. Barney, 94 N. Y. 394; Knapp v. Brown, 45 N. Y. 207; Muldoon v. Pitt, 54 N. Y. 269; Entenman v. Anderson, 106 N. Y. A.D. 149; Meyers v. Daly, 7 Daly (N.Y.) 471; Belding v. Cushing, 1 Gray (Mass.) 576; Simpson v. Dalrymple, 11 Cushing (Mass.) 308; Herell v. Donovan, 7 App. Cases (D.C.) 322; General Supply Co. v. Hunn, 126 Ga. 615; Wendt v. Martin, 89 Ill. 139; Coburn v. Stephens, 137 Ind. 683; Webster City etc. Co. v. Chamberlin, 137 Iowa 717; Cole v. Clarke, 85 Me. 336; Horn etc. Co. v. Steelman, 215 Pa. St. 187.

In addition to the prices specified by the contract the

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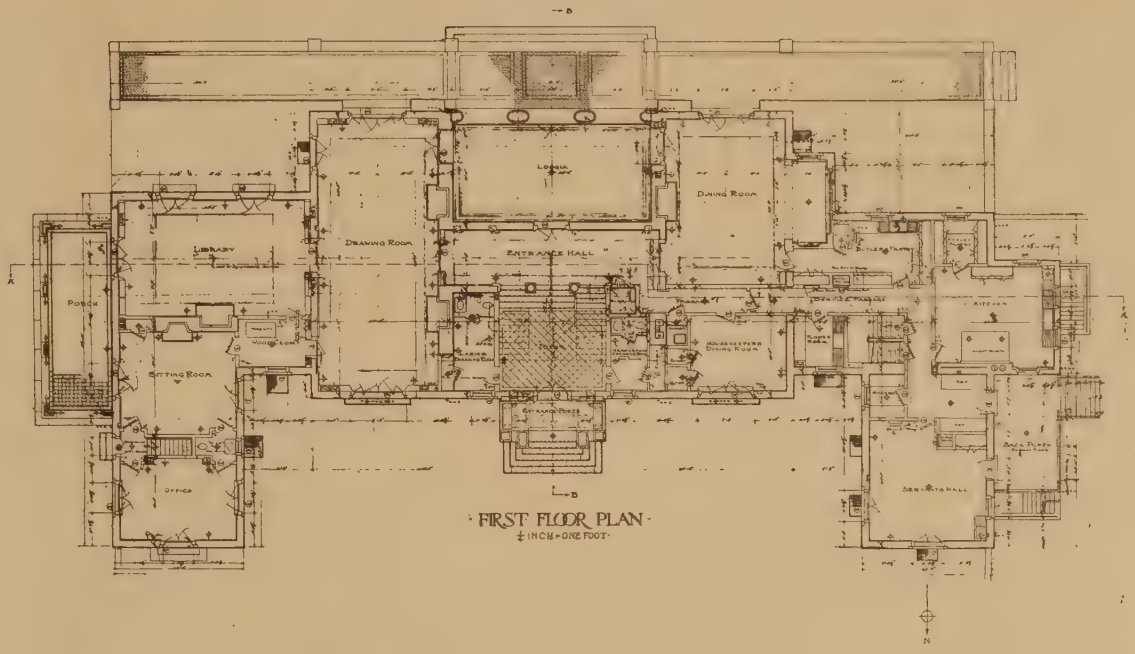
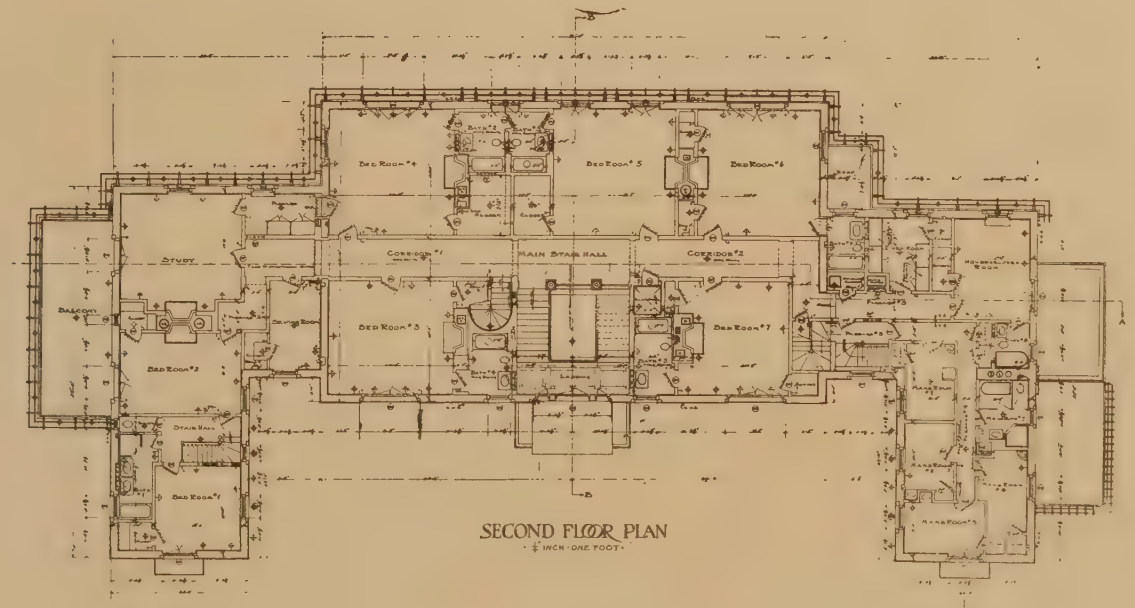
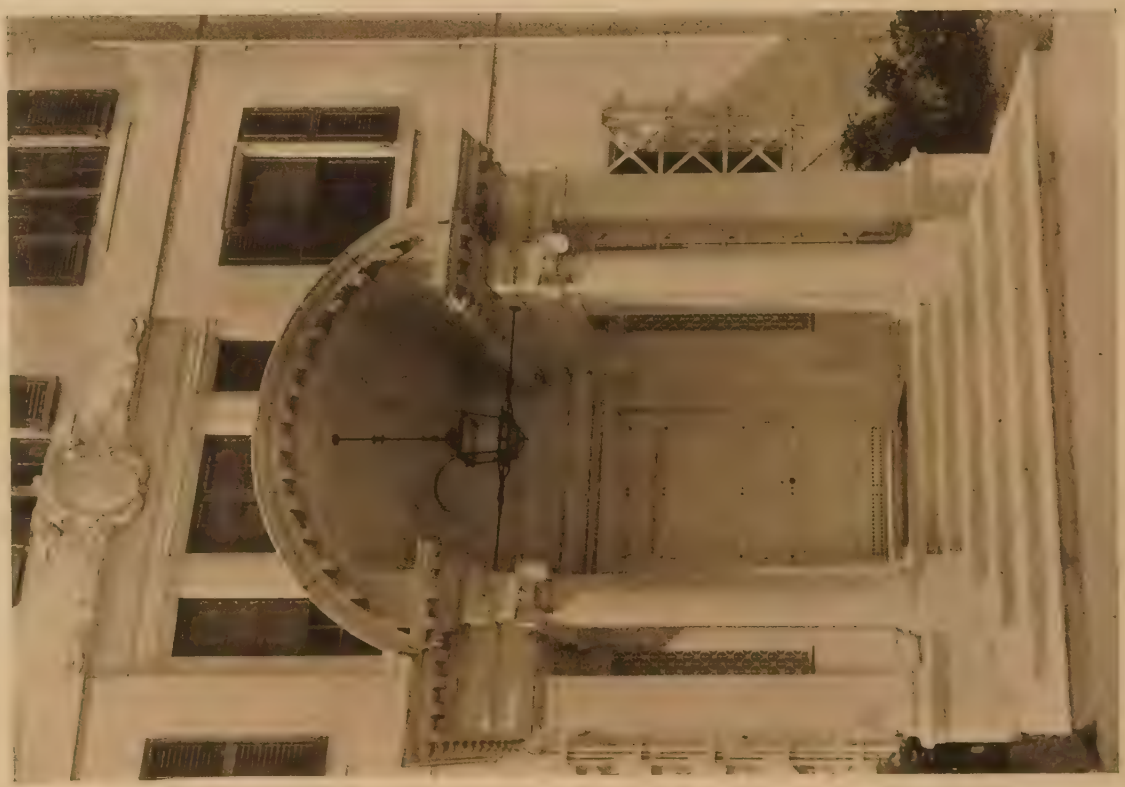
DINING ROOM AND LIBRARY, COUNTRY HOUSE, "GIRDLE RIDGE," BEDFORD, N. Y. Charles A. Platt, Architect.



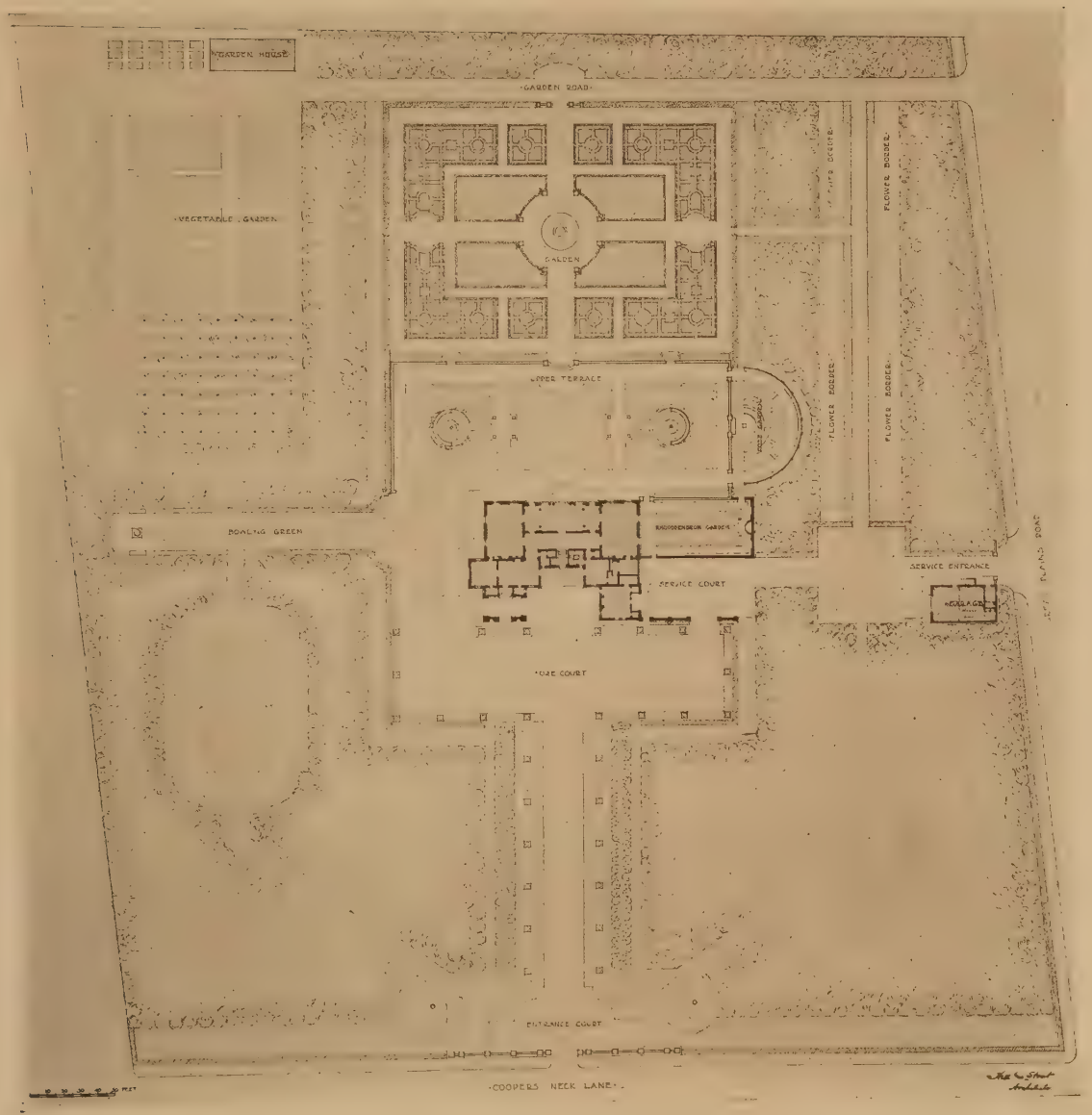




PLANS, COUNTRY HOUSE, "GIRDLE RIDGE," BEDFORD, N. Y. (Plates LXXXIII-LXXXVI). Charles A. Platt, Architect.



ENTRANCE AND MAIN HALL, COUNTRY HOUSE, "GIRDLE RIDGE," BEDFORD, N. Y.

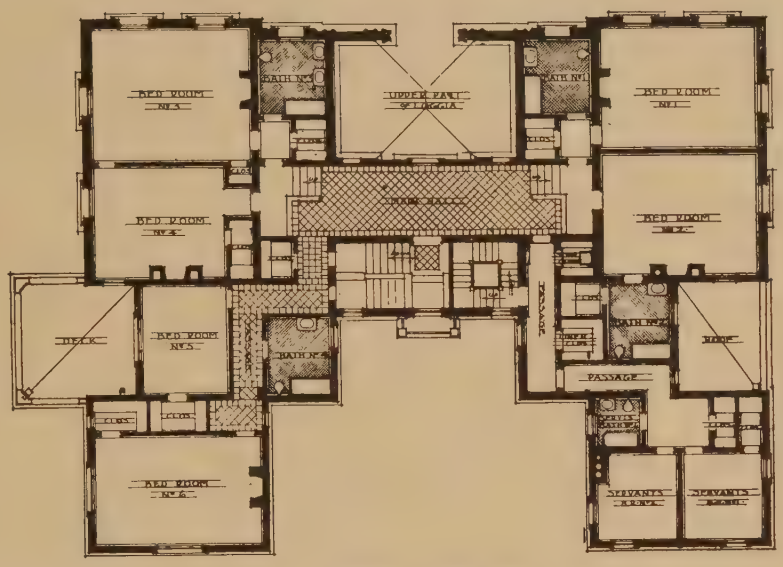
Charles A. Platt, Architect



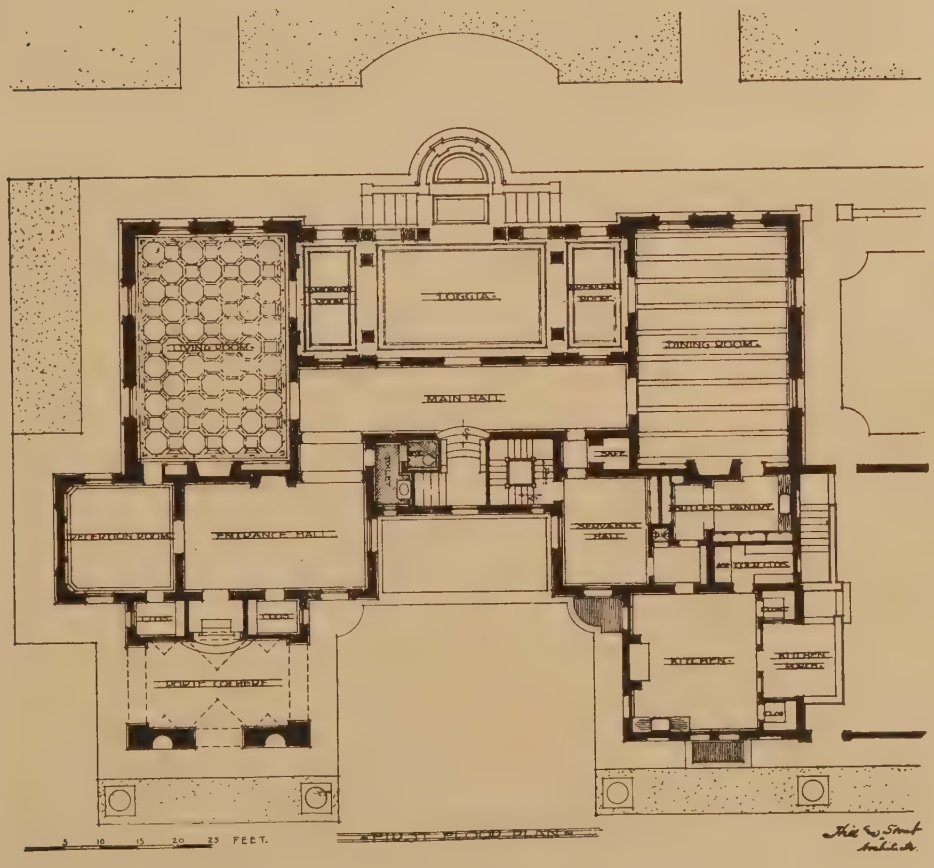

PLAN OF GROUNDS, VILLA MILLE FIORI, RESIDENCE, A. B. BOARDMAN, SOUTHAMPTON, L. I.

Hill and Stout, Architects.

BOWLING GREEN AND FLOWER GARDEN, VILLA MILLE FIORI, RESIDENCE, A. B. BOARDMAN, SOUTHAMPTON, L. I.
Hill and Stout, Architects. 




SECOND FLOOR PLAN.




FIRST FLOOR PLAN.

Hill & Stout Architects

PLANS, VILLA MILLE FIORI, RESIDENCE, A. B. BOARDMAN, SOUTHAMPTON, L. I. Hill and Stout, Architects.

MAIN STAIRCASE AND RHODODENDRON GARDEN, VILLA MILLE FIORI, RESIDENCE, A. B. BOARDMAN, SOUTHAMPTON, L. I.

Hill & Stout, Architects. 

ROOF TERRACE AND VIEW FROM PORTE COCHERE, VILLA MILLE FIORI, RESIDENCE, A. B. BOARDMAN, SOUTHAMPTON, L. I.

Hill and Stout, Architects. 

LIVING ROOM AND LOGGIA, VILLA MILLE FIORI, RESIDENCE, A B BOARDMAN, SOUTHAMPTON, L. I.

Hill and Stout, Architects. 

(Continued from page 235)

lien includes the value of extra work done or materials furnished (Costello v. Dale, 1 Hun. (N. Y.) 489; Marshall v. Cohen, 11 Misc. 397; Rush v. Able, 90 Pa. St. 153). In New York and other States this doctrine has been restricted to the cases where the extras are furnished pursuant to an agreement between the owner and contractor and in accordance with the terms of the contract, in the absence of a waiver thereof (Foley v. Alger, 4 E. D. Smith 719; 134; Coorsen v. Ziehl, 103 Wis. 381). But in Massachusetts in a decision by Mr. Justice Holmes, before the latter's appointment to the Supreme Court at Washington, the court recognizes an implied authority in the contract to sublet portions of the work, and sustains the right of the sub-contractor to a lien for extras thereunder.

It may be stated as a general rule that while the necessity of a contract direct or indirect is clear as has been noted, this contract need not, unless the statute expressly requires it, be in writing to support a lien (Mornan v. Carroll, 35 Iowa 22; Montandon v. Deas, 14 Ala. 33). While in some States, an implied contract was formerly not considered sufficient to support a lien (Rowley v. James, 31 Ill. 298, but see amendment to law; same case, note; Parker v. Anthony, 4 Gray (Mass.) 289; but see contra-dicta in Manchester v. Searle, 121 Mass. 418) yet in other jurisdictions, including New York, the lien has been regularly sustained notwithstanding the fact that the contract has by implication (Muldoon v. Pitt, 54 N. Y. 269; Hazard etc. Co. v. Loomis, 2 Disney (Ohio) 544; Vail v. Meyer, 71 Inda. 159; Carney Bros. v. Cook, 80 Iowa 747).

THE LIEN OF THE ARCHITECT.

Enough has been said of the history of lien legislation to show why it was that under the early statutes, and the early conception of the purposes and effect of lien legislation, an architect could not avail himself of the advantages of a mechanics lien. Under the modern extension of the lien doctrine, however, an architect has, quite properly and very generally, been considered as coming within the limitations and qualifications laid down by the various State statutes, although there is found a natural and considerable divergence of opinion in the laws of the different States as to the extent of the lien to which he is entitled and the character of the work required to qualify him as a proper lienor. In New York the statute provides that

> "A contractor, sub-contractor, laborer or material man who performs labor or furnishes materials for the improvement of real property with the consent or at the request of the owner thereof, or of his agent, contractor or sub-contractor, shall have a lien for the principal and interest of the value or the agreed price, of such labor or materials upon the real property improved or to be improved and upon such improvement, from the time of filing a notice of such lien as prescribed in this article."
>
> Sec. 3, Article 2, New York Lien Law.

The courts in construing the language of the section quoted have been liberal in interpretating the meaning of the term laborer, as there applied, and have held that this term applies to skilled, as well as to unskilled, labor, and includes the professional services of architects (Rinn v. Electrical Power Co., 3 N. Y. A.D. 305; Thomson-Starrett Co. v. Brooklyn Heights Realty Co., 111 N.Y. A. D. 358) and draughtsmen (Stryker v. Cassidy, 76 N. Y. 50, reversing 10 Hun. 18).

As early as January 1879 the Court of Appeals of New York stated, in a case arising under the New York mechanics lien law of 1862, and already referred to:

> "The general principle upon which the lien laws proceed, is that any person who has contributed by his labor, or by furnishing materials to a structure erected by an owner upon his premises, shall have a claim upon the property for his compensation.
>
> "The dealer who furnishes the paints and oils, the ordinary workman who applies them or the artist who uses his skill and taste in executing a mural painting, are alike protected by the act. And an architect who makes the plans and supervises the erection of a building is within the words and reason of the law."
>
> (Stryker v. Cassidy, 76 N. Y. 50.)

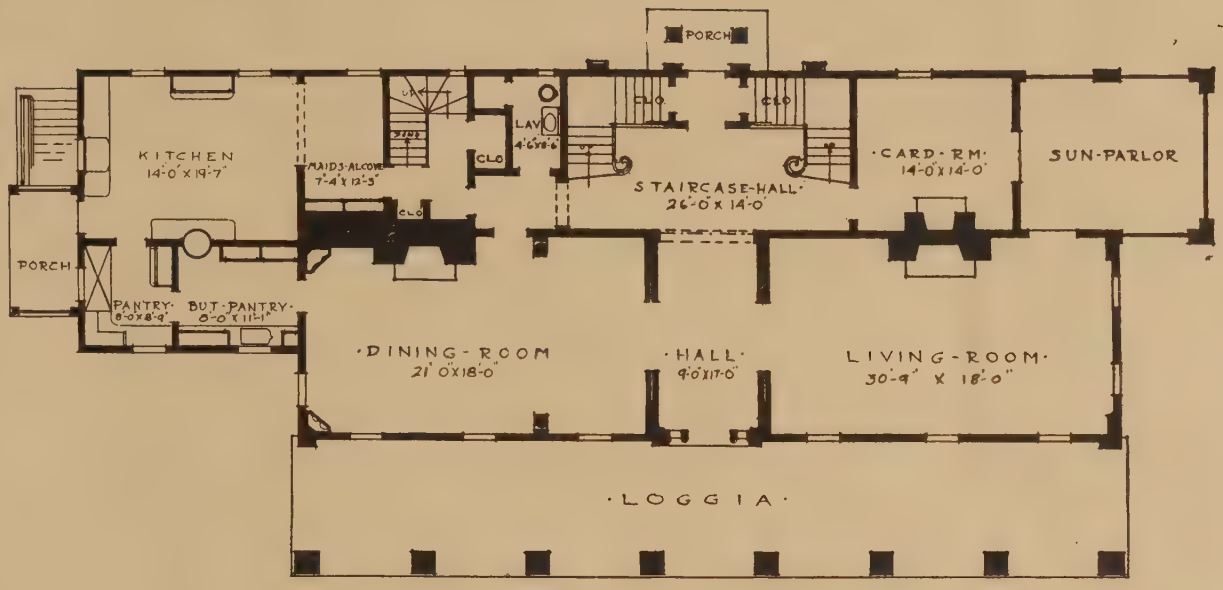
The decisions in the various States bearing upon the right of the architect to the benefits of the lien laws vary considerably, according, largely, to the tendencies of the various jurisdictions in regard to lien legislation. But there is one very general rule which will be found to exist in the majority of cases where liens have been allowed, and that is the element of superintendence. In a great number of cases decided in New York, New Jersey, Pennsylvania, and in the Federal jurisdiction this element is found in each instance (Hubert v. Aitken, 15 Daly (N.Y.) 237; Stryker v. Cassidy, 76 N. Y. 50; and see Gurney v. Atlantic etc. Co., 58 N. Y. 358, distinguishing Ericsson v. Browne, 38 Barb. (N.Y.) 390; Mutual Benefits etc. Co. v. Rowand, 20 N. J. Eq. 389, reversed on other grounds, 12 C. E. Green (N. J.) 604). (Bank of Penn. v. Gries, 35 Pa. St. 423 Phoenix Furniture etc. Co. v. Put-In Bay Hotel Co., 66 Fed. 683; Johnson v. McClure, 10 N. M. 506; Arnoldi v. Gouin, 22 Grant's Chan. (Ontario) 314; Taylor v. Gilsdorf, 74 Ill. 354; Knight v. Norris, 13 Minn. 473; Fraedlander v. Tainton, 14 N. Oak 393. Field v. Consolidated Water Co., 25 R. I. 319; Von Dorn v. Mengedoht, 41 Neb. 525; Mulligan v. Mulligan, 18 La. Ann. 21). In all of the cases last cited the lien of the architect was upheld, but in all, as noted, the element of superintendence was present. In some instances an exception to the general rule has been applied and the lien of the architect has been allowed where superintendence was lacking (Freeman v. Rinaker, 185 Ill. 172; Henry etc Co. v. Halter 58 Neb. 685) but again even though the architect has prepared plans and specifications and given general directions to the builder, where it appears that the building has been erected under the special superintendence of the builder, a lien has been refused (Raeder v. Pensberg, 6 Mo. App. 445). Where there occurs a change of ownership of the property in connection with which the work is done, and it is agreed by the new owner that certain additional work shall be done under the supervision of the architect of the building, the latter having given his services to this work, is rightly held to be entitled to a lien, irrespective of the transfer of title to the building (Liberty v. Tidden, 192 Mass. 175).

In New York it has been definitely determined that the architect's lien to be supported must involve the services rendered in superintending the construction of the building, and not alone the preparation of plans and specifications (Rinn v. Electric Power Co., 3 App. Div. 305; distinguishing Stryker v. Cassidy, 76 N. Y. 50, which in turn distinguished Aitken v. Wasson, 24 N. Y. 482 and Coffin v. Reynolds, 37 N. Y. 640 and reversed Stryker v. Cassidy, in the court below, 10 Hun. 18; Aimes v. Dyer, 41 Me. 397) where an architect sued for the value of work performed in preparing a set of moulds for the construction of a ship, and for materials used in such construction, and the court held that under the Maine statute allowing a lien for material, men and laborers, a prepared plan of a house, or a model of a ship, or a mould by which the ship's timbers were to be formed, did not enter into the structure in such manner that they could be regarded as falling within the terms of the statute (and see Bank v. Gries, 35 Pa. St. 423). For his disburse-

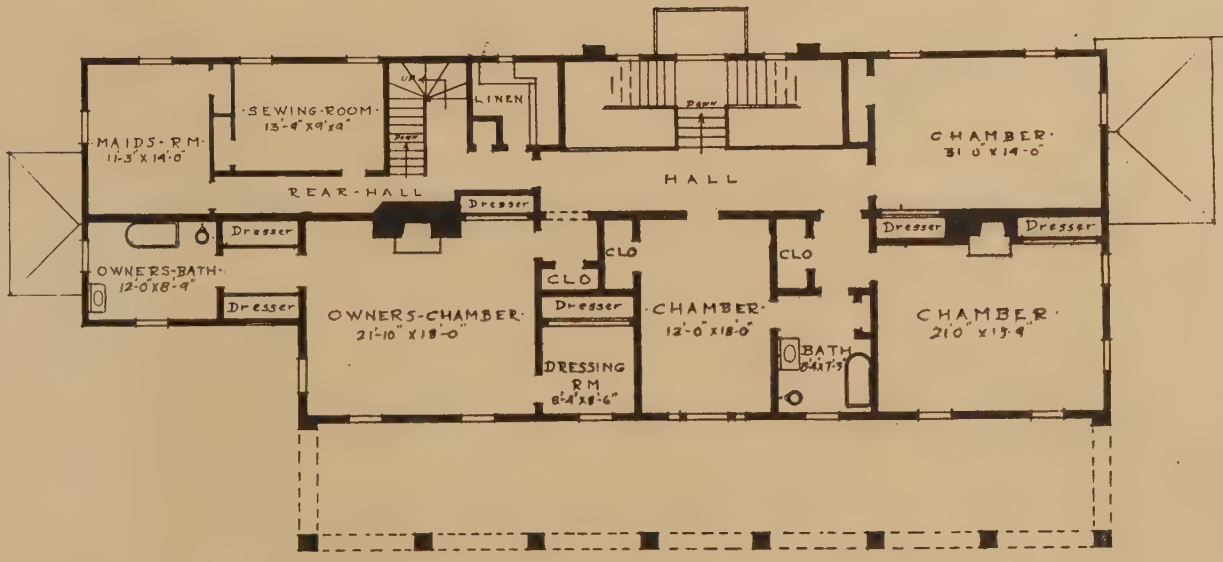
(Continued page 253)

HOUSE, JONATHAN CAMP, HARTFORD, CONN

E. T. Hapgood, Architect.




FIRST FLOOR PLAN
Scale 1/4 in = 1 ft

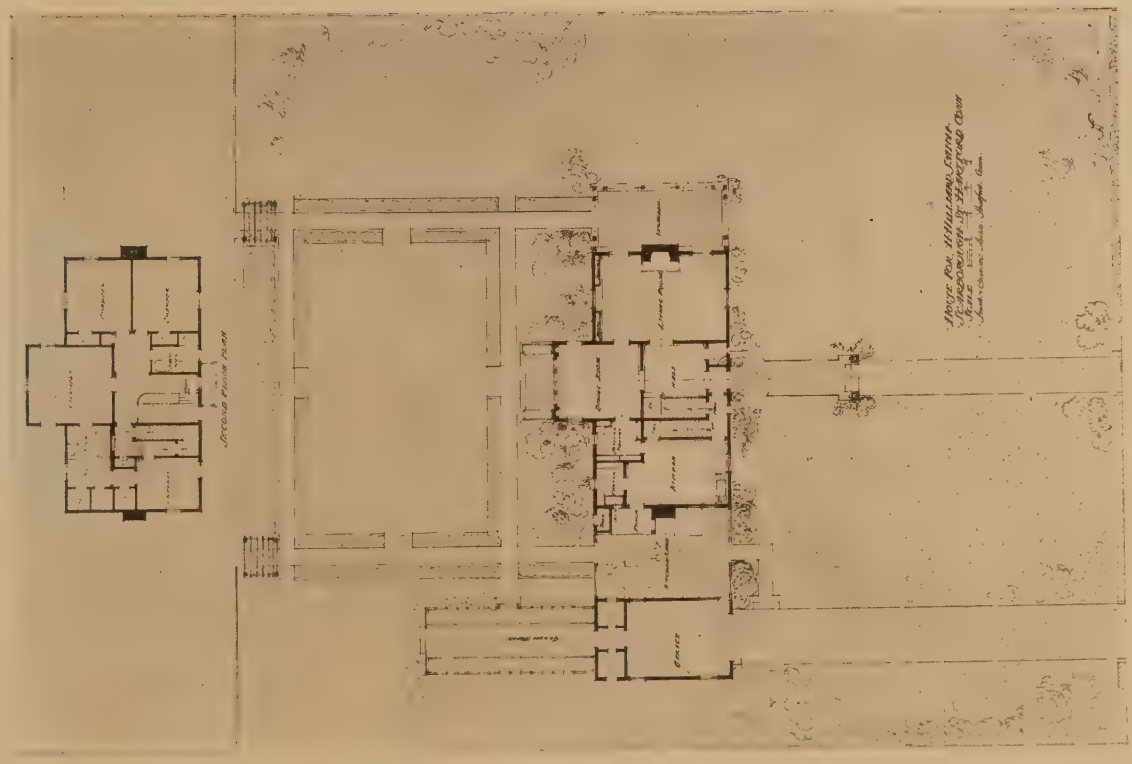



SECOND FLOOR PLAN
Scale 1/4 in = 1 ft

PLANS, HOUSE, JONATHAN CAMP, HARTFORD, CONN. E. T. Hapgood, Architect.

HOUSE, H. HILLIARD SMITH, HARTFORD, CONN.

Smith & Bassette, Architects.

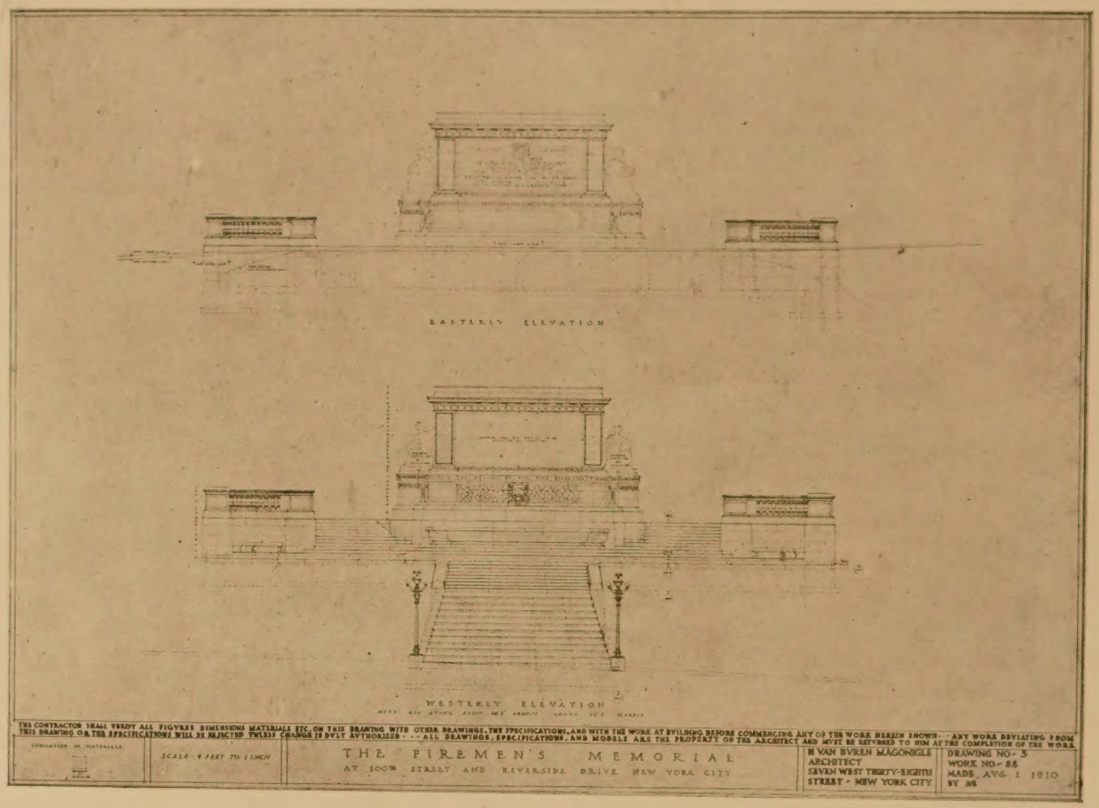


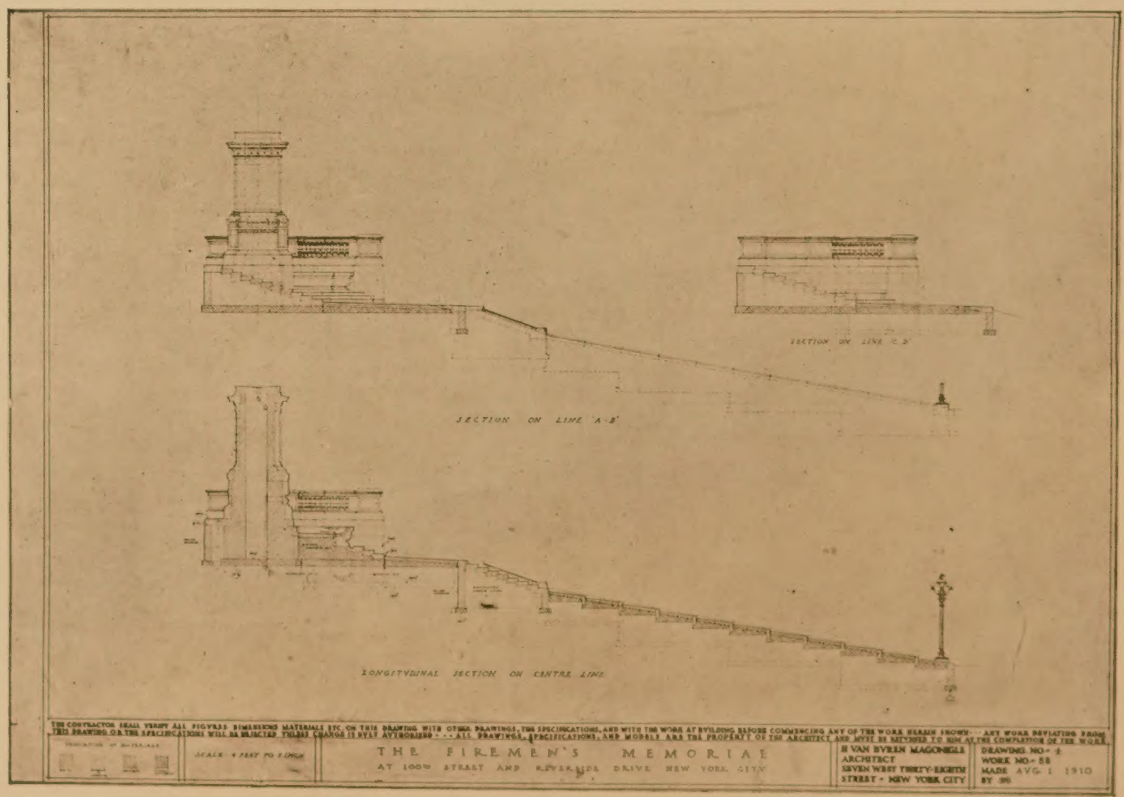
DINING ROOM AND PLANS, HOUSE, H. HILLIARD SMITH, HARTFORD, CONN. Smith & Bassette, Architects.

THE FIREMEN'S MEMORIAL, 100TH STREET AND RIVERSIDE DRIVE, NEW YORK.

H. Van Buren Magonigle, Architect

THE FIREMEN'S MEMORIAL, 100TH STREET AND RIVERSIDE DRIVE, NEW YORK. H. Van Buren Magonigle, Architect.


EASTERLY ELEVATION
WESTERLY ELEVATION
THE CONTRACTOR SHALL VERIFY ALL FIGURES DIMENSIONS MATERIALS ETC. ON THIS DRAWING WITH OTHER DRAWINGS, THE SPECIFICATIONS, AND WITH THE WORK AT BUILDING BEFORE COMMENCING ANY OF THE WORK HEREIN SHOWN - - ANY WORK DEVIATING FROM THIS DRAWING OR THE SPECIFICATIONS WILL BE REJECTED UNLESS CHANGE IS DULY AUTHORIZED - - - ALL DRAWINGS, SPECIFICATIONS, AND MODELS ARE THE PROPERTY OF THE ARCHITECT AND MUST BE RETURNED TO HIM AT THE COMPLETION OF THE WORK
SCALE 4 FEET TO 1 INCH
THE FIREMEN'S MEMORIAL
AT 100TH STREET AND RIVERSIDE DRIVE NEW YORK CITY
H VAN BYREN MAGONIGLE
ARCHITECT
SEVEN WEST THIRTY-EIGHTH
STREET - NEW YORK CITY
DRAWING NO - 3
WORK NO - 88
MADE AVG 1 1910
BY HM


SECTION ON LINE C D
SECTION ON LINE A B
LONGITUDINAL SECTION ON CENTRE LINE
THE CONTRACTOR SHALL VERIFY ALL FIGURES DIMENSIONS MATERIALS ETC. ON THIS DRAWING WITH OTHER DRAWINGS, THE SPECIFICATIONS, AND WITH THE WORK AT BUILDING BEFORE COMMENCING ANY OF THE WORK HEREIN SHOWN - - ANY WORK DEVIATING FROM THIS DRAWING OR THE SPECIFICATIONS WILL BE REJECTED UNLESS CHANGE IS DULY AUTHORIZED - - - ALL DRAWINGS, SPECIFICATIONS, AND MODELS ARE THE PROPERTY OF THE ARCHITECT AND MUST BE RETURNED TO HIM AT THE COMPLETION OF THE WORK
SCALE 4 FEET TO 1 INCH
THE FIREMEN'S MEMORIAL
AT 100TH STREET AND RIVERSIDE DRIVE NEW YORK CITY
H VAN BYREN MAGONIGLE
ARCHITECT
SEVEN WEST THIRTY-EIGHTH
STREET - NEW YORK CITY
DRAWING NO - 4
WORK NO - 88
MADE AVG 1 1910
BY HM

(Continued from page 245)

ments and expenses incidental to superintendence the architect may recover in full (Rinn v. Electric Co. supra) where plans and specifications for a proposed building are prepared, and this preliminary plan is thereafter abandoned and the building erected pursuant to other plans and specifications, no lien will attach for the preparation of the abandoned plans and specifications (Buckingham v. Flummerfelt, 15 N. Dak. 112). One of the clearest expositions of the doctrine that while the architect may have a lien for labor performed by him in supervising the erection of a building, yet his lien will not extend to labor performed in the preparation of plans and specifications, is to be found in the opinion of the late Chief Justice Knowlton of the Massachusetts Supreme Court, delivered when he was an Associate Justice of that Court, of which Mr. Justice Holmes, now of the Supreme Court of the United States, was likewise at that time a member. The Massachusetts statute provided that a lien might be had for "labor performed or furnished * * * and actually used in the erection" of the building, and Judge Knowlton said:

> "The questions presented by this case are, first, whether an architect, who has drawn plans and prepared specifications for the construction of five houses under a contract to draw the plans and specifications and supervise the construction of the houses, and who has supervised the construction of one of the houses until it was about half completed, and supervised the work of putting in the foundations of two of the others, involving an expenditure of about forty dollars upon one and about fifteen dollars upon the other, can have a lien under the Pub. Sts. c. 191, for the whole amount due him; and secondly, if he can not, whether he can have a lien for the value of his services in supervising the work upon the buildings, considered apart from the preparation of the plans and specifications.
>
> The Statutes of the different States in regard to mechanics liens differ materially in their provisions, and the cases show a considerable conflict of authority upon the questions before us. But we are of opinion that, under statutes similar to ours, the weight of judicial opinion is in favor of holding that the services of an architect in preparing plans and specifications for a building are not the kind of labor intended to be protected by the statute, and, on the other hand, that services upon a building in supervising the work of construction enters directly into the construction so as fairly to be called 'labor performed or furnished * * * and actually used in the erection' of a building, within the meaning of these words in section of the Statute above cited. It is also generally held that the fact that one who does such work is an architect does not prevent him from recovering for this kind of service, which is often performed by an intelligent mechanic. This is the doctrine of the highest court in Pennsylvania, where the provisions of the statute are similar to ours. (Price v. Kirk, 90 Penn. St. 47; Rush v. Able, 90 Penn. St. 153; Bank of Pennsylvania v. Gries, 35 Penn. St. 423). Under a like statute in Missouri, it was held in Raeder v. Bensberg, 6 Mo. App. 445, that the services of an architect "in drawing plans and specifications and giving directions to the builder under whose special superintendance the house is being erected, can not be called, in any proper sense of the words, 'work or labor upon the building'." A similar decision was made in Foushee v. Grigsby, 12 Bush (Ky.) 75; Ames v. Dyer, 41 Maine, 397, was a case arising under a statute giving a lien for labor performed and materials furnished "for or on account of any vessel building or standing on the stocks," etc., and the attempt was to establish a lien for a mould constructed and used to form the timbers for a ship. The court said that "the plan of a house, the model of a ship, the moulds by which its timbers are to be hewed, may be necessary and even indispensable, but they do not enter into any structure so as to be a part of its materials, and cannot be regarded as within the provisio of the statute." * * *
>
> The preparation of plans and specifications is a preliminary to the construction of a building, and is often merely tentative. It may or may not be followed by a construction according to the plans. It is seldom that either the external or internal form of a building is determined upon, or that its identity is anything more than an indefinite mental conception until after the plans have been completed. We are of opinion that this professional work of the architect, in bringing into existence the definite form and conception of a building which may be erected if the landowner adopts the plan, is not "labor performed or furnished * * * and actually used in the erection" of a building within the meaning of our statute.
>
> We are of opinion that the work of supervision which is done directly upon the building, and which is partly physical, but in its more important part mental, may be the subject of a lien under our statute, even if done by the same person who prepared the plans as an architect. (Mitchell v. Packard, 168 Mass. 467.)

It must be borne in mind always that the allowance or non-allowance of the lien is based primarily and fundamentally on the language of the particular statute involved. Under some statutes a lien will be allowed for work and materials only; under others, the statute will include alterations; and yet others will specify that the lien is allowed for the erection of the building. In New Jersey for instance, a lien will not be allowed for a mere alteration (Updike v. Skillman, 27 N. J. L. 131, holding the addition of an extra story to a building an alteration merely) but will be allowed for an addition to a building (Updike v. Skillman, Supra), while in New York the courts look primarily to the fact of whether or not the improvements have become a part of, and incorporated in, the property and if they have, the mere fact that they are designed for special purposes such as their use in outfitting the premises for the business purposes of the tenant, does not affect the right to the lien (Mosher v. Lewis, 10 Misc. 373).

While it is true, as has been noted, that the lien is purely a creature of statute and dependent upon the statute, the owner may yet create mechanics lien rights, or perhaps, more exactly speaking, rights of a character similar to a mechanics lien by contract, between him and the architect, or other person furnishing the labor or material. I say that it is more exact to speak of these rights when created thus by contract, as rights similar to mechanics lien rights for the reason that the true and real mechanics lien is always a creature of statutory enactment, rather than of private contract or agreement (Lippincott v. Yorke, 86 Tex. 276).

### THE LIEN OF THE CONTRACTOR.

Considering the right of the contractor or sub-contractor, or material man or mechanic, to a lien, it must at the start be recognized that there is a clear distinction in the lien laws between these various classes. The rule has been stated to be that if the claimant's "charge is for materials alone, then he is a material man; if his charge is for work and labor in putting the materials in the building, then he is a contractor for the erection of the building." (Vice Chancellor Stevenson, in Beckhart v. Rudollph, 68 N. J. Eq. 315); but this rule has later been held too narrow, in that ne furnishing ana placing in the building materials in finished form should be allowed to claim as a material man just as readily as one furnishing raw materials alone (Beckhardt v. Rudolph, 68 N. J. Eq. 740 reversing 68 N. J. Eq. 315 Supra).

Where the contract under which the lien is claimed is a direct contract between the owner and the lien claimant, and involves not only the furnishing of materials but their installation or incorporation in the building as well, the question of whether the person, between whom and the owner the contract is made, shall be considered the original contractor or material man, is largely determined by the fact of whether or not the labor bestowed upon the materials in installing or in incorporating them in the building, is comparatively insignificant or considerable, in comparison with the price of the materials so installed, (Bennett v. Davis,

113 Cal. 337). Thus services consisting of papering and decorating rooms have been said to be the services of the original contractor (LaGrill v. Mallard, 90 Cal. 373), while one furnishing an electrical plant (Roebling's Sons' Co. v. Humboldt etc. Co., 112 Cal. 288—compare Saleur v. Lane etc. Co., 189 Ill. 593, holding one furnishing an engine for an electrical plant a contractor) or one furnishing a steam plant (Hinckley v. Fields etc. Co., 91 Cal. 136), has been considered a material man.

*(To be continued)*

## THE OPPORTUNITY OF SMALLER CITIES.

JOHN R. HINCHMAN.

WHILE the larger cities throughout the country are considering the adoption of regulations limiting the height of building, and are formulating plans for the creation of civic centers or the extension and improvement of those now existing, many of the smaller cities appear to be neglecting their opportunities in these respects, and by permitting the erection of so-called skyscrapers, and neglecting to adopt comprehensive schemes of city planning, they are failing to profit by the unfortunate experience of the older and larger cities, which are spending, or will be required to spend, large sums to rectify early errors.

The tendency of the smaller cities throughout the country to erect so-called skyscrapers in emulation of the larger cities, is subject to severe criticism. As shown by experience in New York and other larger cities, these towering buildings tend to aggravate conditions, and having once gained a foothold, it is almost impossible to relieve the situation.

It is to be regretted that very generally in the smaller municipalities these important matters directly affecting the welfare of the people and the beauty of their city, are permitted to depend wholly upon chance or present expediency.

A few of the older cities have some excuse for the errors into which they have fallen, as in the early history of the country, the struggle for existence eclipsed questions of civic improvement and adornment, and in the case of New York City, there is added excuse, owing to the narrow confines of the island which forms its nucleus, and which contains in a contracted area the financial center of the country. In this instance tall buildings were born of necessity.

The conditions which exist in New York and a few other large cities are, however, almost wholly, lacking in the smaller cities, and especially so in cities where no natural obstacles prevent them from expanding in all directions.

Unfortunately, the smaller cities, failing to take the future into account, permit the erection of excessively tall buildings, and by those who have the best interest of these cities at heart, they are much regretted.

The desirability of restricting the height of buildings is two-fold: First, on account of the detrimental effect groups of tall buildings exert on light and air, and the congestion of foot passenger traffic in the streets about them; secondly, by marring the appearance of the streets, due to uneven skylines. This latter effect is so much deplored by the authorities in European cities, that stringent regulations have been adopted by most of them, requiring that in important streets not only must uniformity of skyline be preserved, but also that architecturally buildings facing these streets shall be in harmony. Such instances are presented in Paris in that portion of the rue de Rivoli bordering the gardens of the Tuilleries, and in the Place Vendome, where buildings altered or rebuilt must be restored or replaced with structures having facades exactly duplicating those removed, which were in harmony with their surroundings.

It is not probable, however, in our land of liberty, that restrictions will hold governing the style of architecture that must be employed in any given street or square, but I believe it to be quite within the rights of any municipality to designate the limit of height for buildings, as necessary to conserve the welfare and comfort of the community.

As to the principle which should be employed limiting the height of buildings, it appears to me that that in vogue in London is the most practical of any with which I am acquainted. In that city the height of buildings at the street, or building line is limited to eighty feet; beyond that height, I believe, buildings may be carried up to a total height of one hundred and twenty feet, provided that the portion of the building above eighty feet in height is kept back of a line inclined 30° to the street line. In no street, however, may any front wall be carried up beyond the apex of a right angled triangle having the width of the street for its base and the hypothenuse inclined 60° to the horizontal.

Having once established regulations fixing a moderate height limit, much would be accomplished toward securing uniformity of skyline in important streets, as it is here that this restriction would be most felt, and therefore it would be to the advantage of property owners to build to the established height limit. Thus beside conserving light and air, this restriction would operate toward enhancing the appearance of the streets; and when it is recognized, as it assuredly would be, that uniformity of skyline has produced so desirable a result, there would be created, I believe, a tendency to harmonize the architecture of the buildings, which we find so admirable in cities of the old world.

Of course there would be some individuals so jealous of their rights, or from advertising or other selfish motives, who would be willing to mar the appearance of a street by the erection of architectural misfits but I believe these would be the exceptions, and their work would afford a practical illustration of what is to be avoided.